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**LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR — POSSESSION UNDER AGREEMENT TO LEASE.** — A tenant was in possession under an agreement to execute a lease for three years at an annual rental, payable part in monthly instalments, and the balance at the end of the year. The lease was not executed, but the tenant remained in possession, paying no rent until the second month of the second year. At this time he paid all rent due, on the agreed basis; and from then on paid the monthly installments for eight months. *Held*, that he was not a tenant from year to year. *Gault v. Gault*, 127 N. W. 297 (Mich.).

It is universally held that when a man goes into possession under an agreement to execute a lease, there is created a tenancy at will, which ripens into a tenancy from year to year if rent is paid on an annual basis. *Knight v. Benett*, 3 Bing. 361; *Laughran v. Smith*, 75 N. Y. 205. Or if a tenant for years holds over, the landlord can make him a tenant from year to year by so electing. Accepting rent on an annual basis is conclusive of the landlord's election to treat him as a tenant from year to year. *Schneider v. Lord*, 62 Mich. 141; *Dorr v. Barney*, 12 Hun (N. Y.) 259. This is not altered in either case by the fact that the rent is paid by the month. *Scully v. Murray*, 34 Mo. 420; *Koplitz v. Gustavus*, 48 Wis. 48. The facts in the principal case would seem to create one of the above situations.

**MARRIAGE — NULLIFICATION — MISREPRESENTATIONS AS TO PRIOR CHASTITY.** — A woman represented to her intended husband that she had been the wife of a man then deceased, and that he was the father of her child. In fact, she had been his mistress and the child was a bastard. *Held*, that the husband can secure an annulment of the marriage on the ground of fraud. *Domschke v. Domschke*, 138 N. Y. App. Div. 454.

Marriage is more than a contractual relation, it is a status. Once entered, it should be dissolved only for the gravest reasons. All courts agree that in extreme cases fraud as to material facts may vitiate consent and make the marriage voidable. As to what facts are material there is considerable conflict. The English rule, that nothing is material except the identity of the parties and permanent physical incapacity to consummate the marital relation, while simple, is unnecessarily harsh in individual cases. *Moss v. Moss*, [1897] P. 263. In this country the courts have exercised wider discretion, giving relief on equitable principles in cases of extreme hardship. *Reynolds v. Reynolds*, 3 Allen (Mass.) 605; *Ryder v. Ryder*, 66 Vt. 158. *Cf. Franke v. Franke*, 31 Pac. 571 (Cal.). Wherever the point has been raised, all courts except New York seem to agree that representations as to social position or moral character cannot be material. *Wier v. Still*, 31 Ia. 107. *Contra, Keyes v. Keyes*, 6 N. Y. Misc. 355; *King v. Brewer*, 8 N. Y. Misc. 587. Even in New York, no case ever held prior unchastity material. See *Shrady v. Logan*, 17 N. Y. Misc. 329. Authority in other states is opposed to it. *Leavitt v. Leavitt*, 13 Mich. 452; *Varney v. Varney*, 52 Wis. 120. See *Reynolds v. Reynolds*, *supra*. No analogy can be drawn from breach of promise actions. On grounds of public policy the wisdom of the doctrine of the principal case may well be questioned.

**MARRIAGE — VALIDITY — VOID MARRIAGE MADE VALID BY REMOVAL OF IMPEDIMENT.** — A married B in 1868. In 1881 he married C who believed herself to be his lawful wife. A knew that B was living, and from 1900 until his death in 1904 sent money for her use. B died in 1903 but A never knew of it. In a judicial settlement of A's estate, the court below charged the jury that if C acted in good faith, the law would consider her the lawful widow on the ground that a common-law marriage occurred in 1903. Judgment for C was affirmed by necessity, the court being evenly divided. *In re Fitzgibbons' Estate*, 127 N. W. 313 (Mich.).